

DEPARTMENT OF ENERGY

RIGHT-OF-ENTRY (OUTGRANT)

PROJECT:

PURPOSE:

This Right-of-Entry agreement is entered into between the United States of America (Department of Energy), known as the "Grantor" and _____, known as the "Grantee", and is subject to the following terms and conditions:

1. The Grantor grants to the Grantee, its agents, employees or representatives a right to enter upon the lands or property of the Grantor described in Condition No. 2 below for the purpose of conducting a survey, study or such other exploratory work as may be necessary to complete the investigation being made of said lands or property by the Grantee.
2. The land affected by this Right-of-Entry is located in the State of _____, County of _____, and is shown depicted on Exhibit "A" attached to this Right-of-Entry. It is further described as follows:
3. This permission is effective upon the date of execution by the Grantor of this instrument and shall be for a term of _____ (____) months, but is revocable at any time without notice at the option and discretion of the Grantor.
4. All tools, equipment, and other property taken upon or placed upon the land by the Grantee shall be removed by the Grantee promptly upon expiration of this Right-of-Entry.
5. The Grantee agrees to be responsible for damages arising from the activity of the Grantee, its agents, employees, or representatives on the land, in the exercise of rights under this Right-of-Entry, either by repairing such damage or, at the option of the Grantor, by making an appropriate settlement with the Grantor in lieu thereof.
6. If aircraft flights over the lands, or entry upon the land by means of helicopter or other type aircraft are necessary, the Grantee shall inform the Grantor in advance of each such flight or entry.
7. The Grantee shall not unlawfully pollute the air, ground, or water or create a public nuisance. The Grantee shall use all reasonable means available to protect the environment and natural resources from damage arising from this Right-of-Entry or activities incident to it.
8. The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains or objects of antiquity.
9. The Grantee shall not disturb, obliterate or destroy any land boundary or survey monument on the premises nor shall the Grantee cut or remove any timber or brush on the premises.

10. All notices regarding the specific terms and conditions of this Right-of-Entry shall be in writing and addressed to the parties at the following respective addresses, or to such other persons or at such other addresses as may be designated in writing by either party to the other:

If to the Grantor:

If to the Grantee:

Realty Officer
Routing Symbol & Phone #
U.S. Department of Energy
Address

That prior to execution of this Right-of-Entry certain conditions were deleted, revised, and/or added (with the additions being as set out below or as designated as Page(s) _____ and being made a part of this Right-of-Entry) in the following manner:

The above terms and conditions are acknowledged and agreed upon as indicated by the signatures affixed below:

GRANTOR: U.S. Department of Energy

GRANTEE: _____

By: _____

By: _____

Title: DOE Realty Officer

Title: _____

Date: _____

Date: _____